

DEFENSE

Cooperation

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS**

Signed at Paris June 14 and 18, 2007

with

Annexes



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

MULTILATERAL

Defense: Cooperation

*Memorandum of understanding signed at Paris
June 14 and 18, 2007;
Entered into force June 18, 2007.
With annexes.*

MEMORANDUM OF UNDERSTANDING
AMONG
THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC
THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF
GERMANY
THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC
THE SECRETARY OF STATE FOR DEFENCE OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND
THE SECRETARY OF DEFENSE ON BEHALF OF
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
FOR
SENIOR NATIONAL REPRESENTATIVES (ARMY)
COLLABORATION PROJECTS
(SHORT TITLE: SNR(A) MOU)

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INTRODUCTION

The Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, hereinafter referred to as the "Participants":

Having a common interest in defense;

Recognizing the successful cooperation that has been accomplished by the Participants under the Memorandum of Understanding Concerning Cooperation and Exchanges of Information of January 9, 1996, as amended (September 19, 2002 SNR(A) MOU);

Recognizing that the formation of the SNR(A) in February 1979 has proven to be an effective forum for the National Armaments Directors of the five Participants to coordinate their respective research and development activities;

Recognizing that the SNR(A) has provided an important means of ensuring standardization and interoperability among the Participants for items being researched and developed and that SNR(A) efforts will be continued under this MOU;

Taking into account the desire of the Five Power National Armaments Directors to exercise closer oversight and coordination of the Joint Senior National Representative activities;

Recognizing the benefits to be obtained from rationalization, standardization, and interoperability of military equipment;

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology;

Having a mutual interest in the research and development, test and evaluation, and design and analysis of interoperable military equipment;

Having independently conducted research and exploratory development of the applications of various technologies, recognize the benefits of cooperation in projects of mutual interest; and

Desiring to cooperate and collaborate in the research and development, test and evaluation, and design and analysis of interoperable military equipment;

Have reached the following understandings:

SECTION I

DEFINITIONS

The Participants have jointly decided upon the following definitions for terms used in this MOU:

Background Information	Information not generated in the performance of an SNR(A) Activity.
Classified Information or Material	Official Information or material that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology.
Computer Data Base	A collection of data recorded in a form capable of being processed by a computer. This definition does not include Computer Software.
Computer Program	A set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
Computer Software	Computer Programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae, and related materials that would enable the software to be reproduced, recreated, or recompiled. Computer Software does not include Computer Databases or Computer Software Documentation.
Computer Software Documentation	Owner's manuals, user's manuals, installation instructions, operating instruction, and other similar items, regardless of storage medium, that explain the capabilities of the Computer Software or provide instructions for using the Computer Software.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor under an SNR(A) Activity to furnish supplies, services, or other property, and obligates one or more of the Participants to pay for them.
Contracting	The obtaining of supplies, services, or other property by Contract from sources outside the government organizations of the Participants. Contracting includes description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Participant that has authority to enter into, administer, or terminate Contracts for a Participant.

Contracting Officer	A person representing a Contracting Agency for a Participant who has the authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract under an SNR(A) Activity by a Participant's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Participant under a support Contract.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It includes Information that has been declassified but remains controlled.
Cooperative Project Personnel (CPP)	Military members or civilian employees of one Participant assigned to one or more of the other Participants who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of a SNR(A) Activity.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participants.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Equipment and Material	Any material, equipment, end item, subsystem, component, special tooling, or test equipment jointly acquired or provided for use in an SNR(A) Activity.
E&MT	Equipment and Material Transfer.
Foreground Information	Information generated in the performance of an SNR(A) Activity under this MOU.
Host Participant	The Participant whose nation serves as the location of the CPP.
Information	Any information regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyrights, Patents, or other legal protection.
Invention	Any invention or discovery formulated or made in the course of work performed under an SNR(A) Activity as defined by national laws.

Jointly Generated Foreground Information	Foreground Information jointly generated by the PA Participants in the performance of an SNR(A) PA.
Participant	A signatory to this MOU represented by its military or civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this MOU.
PA Participant	In relation to any SNR(A) PA, a Participant in that SNR(A) PA.
Parent Participant	The Participant that sends its CPP to a location in the nation of another Participant.
Prospective Contractor	Any entity that seeks to enter into a Contract to be awarded by a Participant's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information.
SNR(A) Activity	Any authorized activity in support of the Scope (Section III) under this MOU.
SNR(A) Information	Any Information provided to, generated in, or used in an SNR(A) Activity.
SNR(A) Project	Specific collaborative activity described in an SNR(A) Project Arrangement under this MOU.
SNR(A) Project Arrangement (SNR(A) PA)	An implementing arrangement entered into under this MOU, which specifically details the arrangement for collaboration on an SNR(A) Project between two or more Participants.
Third Party	A government other than the government of a Participant and any person or other entity whose government is not the government of a Participant.

SECTION II

OBJECTIVE

- 2.1. The objective of this MOU is to establish a comprehensive framework for the Participants to define and establish the general principles that will apply to the initiation, conduct, and management of cooperative research and development, testing and evaluation projects to include Advanced Concept Technology Demonstrations (ACTDs), concerning interoperable military equipment. The results of these activities are intended to improve the understanding of the Participants' national armaments programs, leverage their industrial and technological excellence and thereby enhance interoperability.
- 2.2. Further, this MOU provides the means for the Participants to acquaint each other with any SNR(A) issues in order to avoid unnecessary duplication of similar technical activities to which any Participant is a party and to promote concerted action to identify and close important gaps in a Participant's defense capabilities.

SECTION III

SCOPE

- 3.1. The scope of this MOU encompasses the responsibilities of the Participants with respect to cooperative activities in areas of interest to the SNR(A). Accordingly, the scope of activities under this MOU will encompass weapon systems related technologies including research and development, test and evaluation, design and analysis, and ACTDs, concerning interoperable military equipment.
- 3.2. This MOU does not preclude the Participants from entering into other bilateral or multilateral arrangements.
- 3.3. Participation in all SNR(A) Activities will be open to all Participants. If any one Participant does not wish to or is unable to participate in an SNR(A) Activity, this does not preclude the other Participants from entering into that SNR(A) Activity. An SNR(A) PA will enter into effect with the signature of all the Participants in the SNR(A) PA. Once an SNR(A) PA enters into effect, addition of new Participants will be subject to unanimous approval of the PA Participants.
- 3.4. Computer Data Bases, Computer Software, or Computer Software Documentation associated with weapon systems may be transferred under this MOU in accordance with national procedures, subject to the following limitations:
 - 3.4.1. Such transfers may occur only where necessary or useful to the conduct of the SNR(A) Activity as determined by the providing Participant; and
 - 3.4.2. Such transfers may occur only where national authorization for such release has been obtained, in writing, by the providing Participant. Such release may be subject to restrictions on use placed by the providing Participant.
- 3.5. SNR(A) Activities under this MOU may take place utilizing the following mechanisms:
 - 3.5.1. Information Exchange: Information may be exchanged under this MOU solely for informational and evaluation purposes that are within the scope of this MOU, including harmonizing the Participants' respective requirements and for formulating, developing, and negotiating the arrangements for any SNR(A) Activity. Information exchange will take place on an equitable, balanced, and reciprocal basis, taken over the life of this MOU.
 - 3.5.2. SNR(A) Working Groups (SNR(A) WGs): Where knowledge gaps are identified or questions arise regarding specific areas of interest, SNR(A) WGs may be formed. The purpose of an SNR(A) WG is to exchange Information for the purpose of defining and resolving specific issues as directed by the SC. Each SNR(A) WG will be limited in scope to a single, well-defined problem and will endeavor to assess that problem based on Information provided by all Participants in such a way as to arrive at a jointly determined position, within a set time limit. Disclosure and use of Information will be in accordance with Section VIII

(DISCLOSURE AND USE OF INFORMATION). All SNR(A) WGs will have written Terms of Reference (TOR). SNR(A) WGs will be open to all Participants.

- 3.5.3. **SNR(A) Project Arrangements (SNR(A) PAs):** Each SNR(A) PA will include specific provisions, consistent with this MOU, concerning the objectives, scope, sharing of work, management structure, financial arrangements, contractual arrangements (if required), assignment of CPPs (if required), E&MT, disclosure and use of Information, and security classification for the applicable SNR(A) PA. SNR(A) PAs will conform to the format at Annex A (MODEL SNR(A) PA).
- 3.5.4. **Equipment and Material Transfer (E&MT):** Transfers of Equipment and Material among the Participants pursuant to SNR(A) Activities will be conducted in accordance with Section VII (EQUIPMENT AND MATERIAL TRANSFERS), and will be documented in an SNR(A) PA or by using the Model Equipment and Material Transfer (E&MT) Form (Annex B).
- 3.5.5. **Advanced Concept Technology Demonstrations (ACTDs):** The Participants recognize that it may be to their mutual advantage to conduct technology demonstrations such as ACTDs to evaluate evolving technology and concepts. The plan for the demonstrations will be documented in an SNR(A) PA tailored to the specifics of the project.
- 3.5.6. **Familiarization Visits:** Familiarization visits may occur, in accordance with Section X (VISITS TO ESTABLISHMENTS), to promote awareness of each other's facilities and to identify potential cooperative opportunities.
- 3.5.7. **Cooperative Project Personnel (CPP):** The Participants may assign CPP under an SNR(A) PA in support of SNR(A) Activities. Assignment of CPP will be in accordance with Annex C (COOPERATIVE PROJECT PERSONNEL).

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 4.1. This MOU will be directed and administered on behalf of the Participants by a Steering Committee (SC), Working Groups (WGs), as necessary, and Project Officers (POs) appointed by PA Participants in an SNR(A) PA.
- 4.2. The SC will consist of the SNR(A)s appointed by each of the Participants. The SC will meet annually and with additional meetings held if necessary or at the request of any member. Meeting locations will be rotated, with each hosting Participant providing, without charge, appropriate meeting facilities, including security and administrative support. Each meeting of the SC will be chaired by the representative of the Participant hosting the meeting. All decisions of the SC will be by unanimous consent of the Participants concerned in the SNR(A) Activity. In the event that the SC is unable to reach a timely decision on an issue, each SC representative will refer the issue to its higher authority for resolution. In the meantime, other MOU activities will continue to be implemented without interruption.
- 4.3. The SC will consist of the following, or their designees (or in the case of reorganization, their successors):
 - 4.3.1. For the French MoD:

Delegation Generale pour l'Armement
Direction des Systemes d'armes
Adjoint Terre
 - 4.3.2. For the German MoD:

Bundesministerium der Verteidigung,
Rue V,
PO Box 1328
D53003
Bonn
Germany
 - 4.3.3. For the Italian MoD:

Direttore Generale della Direzione
Generale degli Armamenti Terrestri
Via Marsala 104
00185 Roma
Italy

4.3.4. For the UK MoD:

Director of the Directorate Capability Integration (Army)
05-M-47 Main Building
Ministry of Defence
Whitehall
London
SW1A 2HB

4.3.5. For the U.S. DoD:

Office of the Deputy Assistant Secretary of the Army
for Defense Exports and Cooperation
Suite 8200
1777 N. Kent Street
Arlington, VA 22209

4.4. The SC will be responsible for the following:

- 4.4.1. Exercising oversight of this MOU;
- 4.4.2. Noting progress of all SNR(A) Activities;
- 4.4.3. Resolving issues referred to them from any SNR(A) Activity;
- 4.4.4. Recommending SNR(A) PAs under this MOU to the Participants;
- 4.4.5. Establishing and designating the lead for each WG. Responsibilities will be divided relatively evenly among WGs and the Participants;
- 4.4.6. Reviewing and approving the TOR for WGs;
- 4.4.7. Reviewing and acting upon reports submitted by SNR(A) WGs;
- 4.4.8. Noting reports submitted by SNR(A) PA POs;
- 4.4.9. Approving transfers of Equipment and Material other than pursuant to an SNR(A) PA;
- 4.4.10. Maintaining a list of all Equipment and Material transferred other than pursuant to an SNR(A) PA;
- 4.4.11. Recommending amendments to this MOU in accordance with Section XVIII (AMENDMENT, WITHDRAWAL, TERMINATION, DURATION, AND ENTRY INTO EFFECT);
- 4.4.12. Providing recommendations to the Participants for the addition of new Participants in accordance with Section XIV (ADDITIONAL PARTICIPANTS);

- 4.4.13. Approving PO requests for CPP assignments;
- 4.4.14. Maintaining oversight of the security aspects of work being performed, including reviewing and obtaining approval from the appropriate DSAs of a Project Security Instruction (PSI) and a Security Classification Guide (SCG) prior to the transfer of Classified or Controlled Unclassified Information;
- 4.4.15. Monitoring Third Party sales and transfers in accordance with Section XII (THIRD PARTY SALES AND TRANSFERS);
- 4.4.16. Employing its best efforts to resolve, in consultation with the export control authorities of the Participants concerned, any export control issues raised by any SNR(A) Activity in accordance with subparagraph 4.5.10., 4.6.9., or raised by a Participant's SC representative in accordance with subparagraph 4.4.17.; and
- 4.4.17. If a Participant finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in paragraph 8.2. of Section VIII (DISCLOSURE AND USE OF INFORMATION), it will promptly inform the other Participants. If a restriction is then exercised and an affected Participant objects, that Participant's SC representative will promptly notify the other Participants' SC representatives and they will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

Working Groups

- 4.5. Work to be accomplished under this MOU may be accomplished by specific WGs established by the SC. WGs will normally consist of representatives of the five Participants. Each Participant will have one vote in WG matters, but may have as many technical experts attend WG meetings as is deemed appropriate by that Participant. WGs will meet at least annually, but more often if deemed necessary by the individual group. The Chairmanship of each WG may rotate and the meeting locations may rotate among the Participants. Each hosting Participant will provide, without charge, appropriate meeting facilities, including security and administrative support. Each WG will have the following responsibilities:
 - 4.5.1. Preparing a TOR and forwarding it to the SC for approval;
 - 4.5.2. Implementing the TOR;
 - 4.5.3. Submitting a proposed annual plan for review and approval by the SC;
 - 4.5.4. Executing the approved annual work plan;
 - 4.5.5. Providing an annual status report to the SC on WG activities, as well as any interim reports which may be requested by the SC. The contents of the reports will carry the approval of all members of the WG;

- 4.5.6. Developing and submitting any required changes to the TOR to the SC for approval;
- 4.5.7. Interacting with and providing Information to the other WGs, as directed by the SC;
- 4.5.8. Referring issues to the SC that cannot be resolved by the WG;
- 4.5.9. Developing and forwarding to the SC a PSI and SCG for the WG TOR, if required, within three months after the WG TOR signature, and implementing the PSI and SCG upon final approval;
- 4.5.10. Monitoring export control arrangements within WG activities and, if applicable, referring immediately to the SC any export control issues that could adversely affect the operation of the WG; and
- 4.5.11. Establishing and coordinating a sub-group of experts to convene, if required, for a specific task.

Project Officers

- 4.6. For each SNR(A) PA, each PA Participant will appoint a PO. The POs will meet as necessary. All decisions of the POs will be by unanimous consent. The POs will have the following responsibilities:
 - 4.6.1. Implementing and managing their assigned SNR(A) PA;
 - 4.6.2. Monitoring financial, technical, security, cost, schedule, and performance aspects of their assigned SNR(A) PA against requirements;
 - 4.6.3. Reporting to the SC the status of the SNR(A) PA, as required, but at least annually;
 - 4.6.4. Reviewing and forwarding to the SC recommended amendments to the SNR(A) PA;
 - 4.6.5. Referring issues that cannot be resolved by the POs to the SC for resolution;
 - 4.6.6. Developing and implementing approved transfers of Equipment and Material;
 - 4.6.7. Maintaining a list of all Equipment and Material transferred pursuant to the SNR(A) PA;
 - 4.6.8. Developing and forwarding to the SC the SNR(A) PA PSI and SCG, if required, within three months after SNR(A) PA signature and implementing the PSI and SCG upon final approval;

- 4.6.9. Monitoring export control arrangements required to implement the SNR(A) PA and, if applicable, referring immediately to the SC any export control issues that could adversely affect the implementation of the SNR(A) PA;
- 4.6.10. Preparing a final report and submitting it to the SC six months before the termination date of the PA;
- 4.6.11. Preparing an executive summary describing the results of their work, which will be released by the PA Participants to all the non-PA Participants in the SNR(A) MOU; and
- 4.6.12. Undertaking any other tasks related to the SNR(A) PA as directed by the SC and consistent with the Scope of Work of the SNR(A) PA.

SECTION V
FINANCIAL ARRANGEMENTS

- 5.1. This MOU itself creates no financial responsibilities regarding any SNR(A) Activity.
- 5.2. Each Participant will contribute its equitable share of the full financial costs and non-financial costs incurred in performing, managing, and administering its responsibilities under this MOU, including overhead costs, administrative costs, and costs of claims, and the Participants will share all the results as specified in Section VIII (DISCLOSURE AND USE OF INFORMATION) of this MOU.
- 5.3. The responsibilities of the Participants will be subject to the availability of funds for such purposes. Each Participant will promptly notify the other Participants if funds are not available or adequate to carry out an SNR(A) Activity and will immediately consult on the course of action to be taken. If this is not acceptable to all Participants, then such Participant will have been deemed to have withdrawn unilaterally from the SNR(A) Activity, then the provisions of Section XVIII (AMENDMENT, WITHDRAWAL, TERMINATION, DURATION, AND ENTRY INTO EFFECT) will apply.
- 5.4. Detailed descriptions of the financial arrangements for a specific SNR(A) Project, including the total estimated cost of the SNR(A) Project and each PA Participant's share of the total estimated cost, will be contained in the SNR(A) PA. Each PA Participant will contribute its equitable share of the total estimated cost of each SNR(A) PA and the Participants will share all the results as specified in Section VIII (DISCLOSURE AND USE OF INFORMATION) of this MOU. The PA Participants may contribute their equitable shares of the full costs of such SNR(A) PAs in financial or non-financial contributions needed for such SNR(A) PAs.
- 5.5. For each SNR(A) PA, the POs will be responsible, when necessary, for establishing the financial management procedures under which the SNR(A) Project will operate.
- 5.6. For CPP assignments, the Participants will bear the costs as follows:
 - 5.6.1. The Parent Participant will bear the following costs:
 - 5.6.1.1. All pay and allowances;
 - 5.6.1.2. Transportation of CPP, CPP dependents, and their personal property to the country of the Host Participant prior to commencement of the CPP assignment, and return transportation of the foregoing from the country of the Host Participant upon completion or termination of the CPP assignment; and
 - 5.6.1.3. Compensation for loss of, or damage to, the personal property of CPP or CPP dependents, subject to the laws and regulations of the Parent Participant's government.

5.6.2. The Host Participant will bear the following costs:

- 5.6.2.1. Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Participant.
- 5.6.2.2. Costs incurred as a result of a change in location of work ordered by the Host Participant during the period of assignment.

SECTION VI

CONTRACTUAL ARRANGEMENTS

- 6.1. If a Participant determines that Contracting is necessary to fulfill that Participant's responsibilities under an SNR(A) Activity, that Participant will contract in accordance with its respective national laws, regulations, and procedures. If all Participants determine to run a competition, sources from any Participant's industries will be allowed to compete on an equal basis for such Contracts.
- 6.2. When one Participant individually contracts to undertake a task under any SNR(A) Activity, it will be solely responsible for its own Contracting, and the other Participants will not be subject to any liability arising from such contracts without their prior written consent.
- 6.3. For all contracting activities performed by a PA Participant pursuant to an SNR(A) PA, the POs will, upon request, be provided with a copy of all statements of work prior to the development of solicitations. The POs will coordinate, as necessary, the statement of work, schedule, and cost distribution prior to the development of solicitations.
- 6.4. Each Participant's Contracting Agency will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) provisions that satisfy the requirements of this MOU, including Section VIII (DISCLOSURE AND USE OF INFORMATION), Section IX (CONTROLLED UNCLASSIFIED INFORMATION), Section XI (SECURITY), Section XII (THIRD PARTY SALES AND TRANSFERS), and Section XVII (GENERAL PROVISIONS), including the export control provisions in accordance with this MOU, in particular paragraphs 6.5. and 6.6. of this Section.
- 6.5. Each Participant will legally bind its Contractors to a requirement that the Contractor will not retransfer or otherwise use export-controlled Information furnished by another Participant for any purpose other than the purposes authorized under this MOU. The Contractor will also be legally bound not to retransfer the export-controlled Information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the Information to the purposes authorized under this MOU. Export-controlled Information furnished by one Participant under this MOU may only be retransferred by another Participant to its Contractors if the legal arrangements required by this paragraph have been established.
- 6.6. Each Participant will legally bind its Prospective Contractors to a requirement that the Prospective Contractor will not retransfer or otherwise use export-controlled Information furnished by another Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this MOU. Prospective Contractors will not be authorized use for any other purpose if they are not awarded a Contract. The Prospective Contractors will also be legally bound not to retransfer the export-controlled Information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled Information for the purpose of responding to the solicitation. Export-controlled Information furnished by

one Participant under this MOU may only be retransferred by another Participant to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the furnishing Participant, the receiving Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

- 6.7. In the event a PA Participant's Contracting Agency is unable to secure adequate rights to use and disclose Information as required by Section VIII (DISCLOSURE AND USE OF INFORMATION), or is notified by Contractors or potential Contractors of any restrictions or potential restrictions on the disclosure and use of Information, that PA Participant's PO will notify the other PA Participant(s) of the restrictions or potential restrictions before the Contract or subcontract is signed.
- 6.8. Each PA Participant will promptly advise the other PA Participant(s) of any schedule delay or other performance problems of any Contractor in connection with a Contract placed by its Contracting Agency pursuant to an SNR(A) PA.

SECTION VII

EQUIPMENT AND MATERIAL TRANSFERS

- 7.1. For the purpose of carrying out an SNR(A) PA, each PA Participant may transfer in accordance with national procedures to the other PA Participant(s), such Equipment and Material identified in the SNR(A) PA as being necessary for the corresponding SNR(A) Project. Such an SNR(A) PA will provide specific details of any transfer of Equipment and Material. Equipment and Material identified at the time of SNR(A) PA signature will be detailed in the SNR(A) PA as set out in Annex A (MODEL SNR(A) PA).
- 7.2. For Equipment and Material transfers not documented in an SNR(A) PA, each Participant may transfer to the other Participant(s), Equipment and Material, to be documented using the model at Annex B (EQUIPMENT AND MATERIAL TRANSFER FORM). While such transfers will be based on the principle of reciprocity, exact item for item exchanges are not required. Approval for all transfers will be in accordance with national procedures.
- 7.3. Lists of all Equipment and Material transferred will be maintained in accordance with Section IV (MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)).
- 7.4. Equipment and Material transferred will be used by the receiving Participant(s) only for the purposes of this MOU. Equipment and Material will remain the property of the providing Participant. In addition, the receiving Participant(s) will maintain the Equipment and Material in good order, repair, and operable condition. Unless the providing Participant has consented that the transferred Equipment and Material may be expended or otherwise consumed without reimbursement to the providing Participant, the receiving Participant(s) will return the Equipment and Material to the providing Participant in as good condition as received, reasonable wear and tear excepted, or return the Equipment and Material and pay the cost to restore the Equipment and Material to such condition. If the Equipment and Material is damaged beyond economical repair, the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations and procedures. If the Equipment and Material is lost or stolen, the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. The providing Participant will provide an approximate estimate of the replacement value to the receiving Participant to be indicated in the applicable SNR(A) PA or EM&T Form. At the time of actual loss the providing Participant will consult with the receiving Participant how the replacement value is calculated.
- 7.5. The providing Participant will make every effort to ensure that the Equipment and Material is furnished in a serviceable and usable condition according to its intended purpose. However, the providing Participant makes no warranty or guarantee of fitness

of the Equipment and Material for a particular purpose or use, and makes no commitment to alter, improve, or adapt the Equipment and Material, or any part thereof.

- 7.6. The providing Participant will transfer the Equipment and Material for the approved period, unless extended by written amendment, provided that the duration will not exceed the effective period of the SNR(A) PA or E&MT Form.
- 7.7. The providing Participant, at its expense, will deliver the Equipment and Material to the receiving Participant(s) at the location(s) mutually approved. Responsibility for Equipment and Material will pass from the providing Participant to the receiving Participant(s) at time of receipt. Any further transportation is the responsibility of the receiving Participant.
- 7.8. The providing Participant will furnish the receiving Participant(s) such Information as is necessary to enable the Equipment and Material to be used for its intended purpose.
- 7.9. The receiving Participant(s) will inspect and inventory the Equipment and Material upon receipt. The receiving Participant(s) will also inspect and inventory the Equipment and Material prior to its return (unless the Equipment and Material is to be expended or consumed).
- 7.10. Upon expiration or termination of the transfer period specified in the SNR(A) PA or the E&MT Form (taking into account any extension), the receiving Participant(s) will return Equipment and Material, at its expense, to the providing Participant at the location mutually approved. Any further transportation will be the responsibility of the providing Participant.
- 7.11. The receiving Participant(s) will provide written notice of consumption or expenditure of Equipment and Material approved for such consumption or expenditure. In the event the intended consumption or expenditure does not occur, the receiving Participant(s) will, unless otherwise determined by the providing Participant, return the Equipment and Material, at its expense, to the providing Participant to the location mutually approved. Any further transportation will be the responsibility of the providing Participant.
- 7.12. The Participants will ensure, by all reasonable means, the protection of intellectual property rights in Equipment and Material and associated documentation.

SECTION VIII

DISCLOSURE AND USE OF INFORMATION

- 8.1. **General:** The Participants recognize that successful collaboration in SNR(A) depends on full and prompt exchange of Information necessary to carry out such collaborative activities and use the results. The Participants intend to acquire sufficient Information and rights to use such Information to achieve this objective. The nature and amount of Information to be acquired will be consistent with the objectives stated in Section II (OBJECTIVE), Section III (SCOPE), and Section VI (CONTRACTING ARRANGEMENTS).
- 8.2. Transfer of Information will be consistent with the furnishing Participant's applicable export control laws and regulations. Unless otherwise restricted by duly authorized officials of the furnishing Participant at the time of transfer to another Participant, all export-controlled Information furnished by that Participant to another Participant may be retransferred to the other Participant's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.5. and 6.6. of Section VI (CONTRACTING ARRANGEMENTS). Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Participant's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of another Participant's nation pursuant to this MOU subject to the conditions established in licenses or other approvals issued by the Government of the former Participant in accordance with its applicable export control laws and regulations.
- 8.3. Notwithstanding the provisions of this MOU that relate to the protection of Information, particularly Section VIII (DISCLOSURE AND USE OF INFORMATION), Section IX (CONTROLLED UNCLASSIFIED INFORMATION), Section XI (SECURITY), and Section XII (THIRD PARTY SALES AND TRANSFERS), the specific export control provisions set out in Section VI (CONTRACTING ARRANGEMENTS) and this Section will not apply to transfers of Information amongst non-U.S. Participants where such exchanges do not include U.S. export-controlled Information.
- 8.4. **Information Exchange:** The disclosure and use provisions that govern exchange of Information authorized in Section III (SCOPE), subparagraphs 3.5.1., 3.5.2., and Section IV (MANAGEMENT [ORGANIZATION AND RESPONSIBILITY]), subparagraph 4.6.10. are as follows:
 - 8.4.1. **Disclosure:** Each Participant, upon request, will disclose to the other Participant(s) any Information, provided:
 - 8.4.1.1. Such Information is necessary to or useful in the SNR(A) Activity, with the disclosing Participant determining whether it is "necessary to" or "useful in" the SNR(A) Activity;
 - 8.4.1.2. Such Information may be made available without incurring liability to holders of proprietary rights;

- 8.4.1.3. Disclosure is consistent with national disclosure policies and regulations of the disclosing Participant; and
 - 8.4.1.4. Any disclosure or transfer of such Information to Contractors is consistent with the provisions of paragraphs 6.5., 6.6., 8.2., and 8.3. above.
- 8.4.2. Use: Information disclosed by one Participant to the other(s) may be used without charge by or for the other Participant(s) for Information and evaluation purposes only. Written permission from the furnishing Participant will be required for any other use.
- 8.5. SNR(A) PAs: The disclosure and use provisions that govern SNR(A) PAs authorized in Section III (SCOPE), subparagraph 3.5.3., are set out below in paragraphs 8.6. to 8.12. inclusive.
- 8.6. Government Foreground Information
- 8.6.1. Disclosure: Foreground Information of one PA Participant will be disclosed without charge to all other PA Participants.
 - 8.6.2. Use: Each PA Participant may further disclose, use or have used on its behalf all Government Foreground Information without charge, only for Defense Purposes. The PA Participant providing Government Foreground Information will also retain its rights therein. If a PA Participant intends to use any Government Foreground Information in a sale or other transfer to a Third Party, however, the provisions of Section XII (THIRD PARTY SALES AND TRANSFERS) of this MOU will also apply.

8.7. Government Background Information

- 8.7.1. Disclosure: Each PA Participant, upon request, will disclose to the other PA Participant(s) any Government Background Information, provided:
- 8.7.1.1. Such Government Background Information is necessary to or useful in the SNR(A) PA with the disclosing PA Participant determining whether it is "necessary to" or "useful in" the SNR(A) PA;
 - 8.7.1.2. Such Government Background Information may be made available without incurring liability to holders of proprietary rights;
 - 8.7.1.3. Disclosure is consistent with national disclosure policies and regulations of the disclosing Participant; and
 - 8.7.1.4. Any disclosure or transfer of such Government Background Information to Contractors is consistent with the provisions of paragraphs 6.5., 6.6., 8.2., and 8.3. above.

8.7.2. Use: Government Background Information disclosed by one PA Participant to the other(s) may be used without charge by or for the other PA Participant(s) for SNR(A) PA purposes. Government Background Information necessary for the effective use of related Foreground Information may be used without charge by or for the other PA Participant(s) for Defense Purposes. The disclosing PA Participant will retain all its rights with respect to its Government Background Information.

8.8. Contractor Foreground Information

8.8.1. Disclosure: Foreground Information generated and delivered by Contractors will be disclosed without charge to all PA Participants.

8.8.2. Use: Each PA Participant may further disclose, use or have used on its behalf, without charge, only for Defense Purposes, all Contractor Foreground Information. The PA Participant whose Contractors generate and deliver Contractor Foreground Information will also retain rights of use therein in accordance with the applicable Contract(s). If a PA Participant intends to use any Contractor Foreground Information in a sale or other transfer to a Third Party, the provisions of Section XII (THIRD PARTY SALES AND TRANSFERS) of this MOU will also apply.

8.9. Contractor Background Information

8.9.1. Disclosure: Any Contractor Background Information (including Information subject to proprietary rights) which is or has been generated outside of the SNR(A) PA and which is delivered by Contractors of one PA Participant will be made available to the other PA Participant(s) provided the following provisions are met:

8.9.1.1. Such Contractor Background Information is necessary to or useful in the SNR(A) PA, with the disclosing PA Participant determining whether it is "necessary to" or "useful in" the SNR(A) PA;

8.9.1.2. Such Contractor Background Information may be made available without incurring liability to holders of proprietary rights;

8.9.1.3. Disclosure is consistent with national disclosure policies and regulations of the disclosing PA Participant; and

8.9.1.4. Any disclosure or transfer of such Contractor Background Information to Contractors is consistent with the provisions of paragraphs 6.5., 6.6., 8.2., and 8.3. above.

8.9.2. Use: Contractor Background Information disclosed by one PA Participant to the other(s) may be used without charge by or for the other PA Participant(s) for SNR(A) PA purposes. Contractor Background Information necessary for the effective use of related Foreground Information may be used without charge by

or for the other PA Participant(s) for Defense Purposes. Use of Contractor Background Information may be subject to further restrictions by holders of proprietary rights. The disclosing PA Participant will retain all its rights with respect to its Contractor Background Information.

8.10. Jointly Generated Foreground Information

- 8.10.1. Disclosure: All Jointly Generated Foreground Information generated in an SNR(A) PA will be disclosed to all PA Participants promptly and without charge.
- 8.10.2. Use: PA Participants generating or receiving Jointly Generated Foreground Information may use or have used such Information without charge only for its Defense Purposes unless mutually decided otherwise in writing. If a PA Participant intends to use any Jointly Generated Foreground Information in a sale or other transfer to a Third Party, the provisions of Section XII (THIRD PARTY SALES AND TRANSFERS) of this MOU will also apply.
- 8.11. Alternative Use: The prior written consent of all PA Participants will be required for the use of Foreground Information for purposes other than those provided for in this MOU, except as provided in Section XII (THIRD PARTY SALES AND TRANSFERS), subparagraph 12.1.2.
- 8.12. The disclosure of any Jointly Generated Foreground Information arising from any SNR(A) PA to any non-PA Participant and the use thereof by any non-PA Participant will be subject to the prior unanimous written consent of the PA Participant(s).

8.13. Proprietary Information

- 8.13.1. All unclassified SNR(A) Information subject to proprietary interests will be identified and marked, and will be handled as Controlled Unclassified Information.
- 8.13.2. The provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971, will apply to proprietary Information related to this MOU.

8.14. Inventions and Patents

- 8.14.1. Where a Participant owns title to an Invention, or has the right to receive title to an Invention, that Participant will consult with the other Participants regarding the filing of a Patent application for such Invention. The Participant which has or receives title to such Invention will, in other countries, file, cause to be filed, or provide the other Participants with the opportunity to file on behalf of the Participant holding title, or its Contractors, as appropriate, Patent applications

covering that Invention. If a Participant having filed or caused to be filed a Patent application decides to stop prosecution of the application, that Participant will notify the other Participants of that decision and permit the other Participants to continue the prosecution.

- 8.14.2. The other Participants will be furnished with copies of Patent applications filed and Patents granted with regard to Inventions.
- 8.14.3. The other Participants will acquire a non-exclusive, irrevocable, royalty-free license to practice or have practiced, by or on behalf of the Participant, throughout the world for Defense Purposes, any Invention.
- 8.14.4. Patent applications to be filed under this MOU which contain Classified Information, will be protected and safeguarded in accordance with the requirements contained in the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, done in Paris on September 21, 1960, and its Implementing Procedures.
- 8.14.5. Subject to the Participants' undertaking to share any liability incurred, and insofar as possible, each Participant will extend to the other Participants any relief from patent infringement claims arising in the course of work performed under an SNR(A) Activity that it may be able to claim on its own behalf. The Participants will, in accordance with their national laws and practices, give their authorization and consent for all use and manufacture in the course of work performed under a SNR(A) Activity of any invention covered by a patent issued by their respective countries. Each Participant is responsible for handling all patent infringement claims made in its territory and to consult with the other Participants during the handling and prior to any settlement of such claims.

SECTION IX

CONTROLLED UNCLASSIFIED INFORMATION

- 9.1. Except as otherwise provided in this MOU or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled as follows:
 - 9.1.1. Such Information will be used only for the purposes authorized for use of Information as specified in Section VIII (DISCLOSURE AND USE OF INFORMATION);
 - 9.1.2. Access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1. above, and will be subject to the provisions of Section XII (THIRD PARTY SALES AND TRANSFERS); and
 - 9.1.3. Each Participant will take all lawful steps, which may include national classification, available to it to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in paragraph 9.1.2. above, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.
- 9.2. To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked to ensure its "in confidence" nature. The Participants' export-controlled Information will be marked in accordance with the applicable Participant's export control markings as documented in the PSI. The Participants will also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in the PSI.
- 9.3. Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 9.1.
- 9.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants (or PA Participants in an SNR(A) PA) will ensure the Contractors are legally bound to control such Information in accordance with the provisions of this Section.

SECTION X

VISITS TO ESTABLISHMENTS

- 10.1. Each Participant will permit visits to its government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participants or by employees of the other Participants' Contractors, provided that the visit is authorized by all Participants involved and the employees have any necessary and appropriate security clearances and a need-to-know.
- 10.2. All visiting personnel will be required to comply with security regulations of the host Participant. Any Information disclosed or made available to visitors will be treated as if supplied to the Participant(s) sponsoring the visiting personnel, and will be subject to the provisions of this MOU.
- 10.3. Requests for visits by personnel of one Participant to a facility of another Participant will be coordinated through official channels, and will conform to the established visit procedures of the host country. Requests for visits will cite this MOU and the appropriate SNR(A) PA as the basis for the request, and will be submitted in accordance with the international visit request procedures.
- 10.4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participants will be submitted through official channels in accordance with recurring international visit procedures.

SECTION XI

SECURITY

- 11.1. All Classified Information or Material provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded in accordance with the Participants' national security laws and regulations to the extent that they provide a degree of protection no less stringent than that provided for NATO classified Information as detailed in the document CM (2002) 49, dated June 17, 2002 and subsequent amendments.
- 11.2. Classified Information or Material will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. Such Classified Information or Material will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the Information relates to this MOU.
- 11.3. Each Participant will take all lawful steps available to it to ensure that Classified Information or Material provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 11.9., unless the providing Participant(s) consents to such disclosure. Accordingly, each Participant will ensure that:
 - 11.3.1. The recipients will not release the Classified Information or Material to any government, national, organization, or other entity of a Third Party, without the prior written consent of the originating Participant in accordance with the procedures detailed in Section XII (THIRD PARTY SALES AND TRANSFERS).
 - 11.3.2. The recipients will not use the Classified Information or Material for other than the purposes provided for in this MOU.
 - 11.3.3. The recipients will comply with any distribution and access restrictions on Classified Information or Material that is provided under this MOU.
- 11.4. Each Participant will maintain the security classification assigned to Classified Information or Material by the originating Participant and will afford such Classified Information or Material a degree of security protection at least equal to that required for its own Classified Information or Material of an equivalent classification.
- 11.5. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or Material provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participants of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.
- 11.6. The DSA of a Participant that awards a classified Contract under this MOU will assume responsibility for administering within its territory security measures for the protection of

the Classified Information or Material, in accordance with its laws and regulations. Prior to the release to any Contractors, prospective Contractors, or subcontractors of any Classified Information or Material received under this MOU, the recipient Participants will:

- 11.6.1. Ensure that such Contractors, prospective Contractors, or subcontractors and their facilities have the capability to protect the Classified Information or Material adequately;
 - 11.6.2. Grant a security clearance to the facility(ies), if appropriate;
 - 11.6.3. Grant a security clearance for all personnel whose duties require access to the Classified Information or Material, if appropriate;
 - 11.6.4. Ensure that all persons having access to the Classified Information or Material are informed of their responsibilities to protect the Classified Information or Material in accordance with national security laws and regulations, and the provisions of this MOU;
 - 11.6.5. Carry out periodic security inspections of cleared facilities to ensure that the Classified Information or Material is properly protected; and
 - 11.6.6. Ensure that access to the Classified Information or Material is limited to those persons who have a need-to-know for purposes of this MOU.
- 11.7. For any SNR(A) Activity carried out under this MOU, the appropriate representative of each Participant will mutually determine whether any security instructions and/or classification guide for that SNR(A) Activity will be required, over and above the provisions of this MOU, to provide a mutually acceptable degree of security protection for any Classified Information or Material provided or generated in the course of that SNR(A) Activity. If determined to be necessary, the SNR(A) Activity PSI and the SCG will be prepared as specified in Section IV (MANAGEMENT [ORGANIZATION AND RESPONSIBILITY]), subparagraph 4.5.9. or subparagraph 4.6.8., and will describe the methods by which SNR(A) Information or material will be classified, marked, used, transmitted, and safeguarded, and will require that markings for all export-controlled Classified Information and Material also include the applicable export control markings identified in the PSI in accordance with paragraph 9.2. of Section IX (CONTROLLED UNCLASSIFIED INFORMATION). The PSI and SCG will be developed within three months after initiation of an SNR(A) Activity and be forwarded to the appropriate DSAs for approval. Upon approval, the documents will be applicable to all government and Contractor personnel participating in the SNR(A) Activity and will be subject to review and revision.
 - 11.8. Contractors, prospective Contractors, or subcontractors which are determined by DSAs to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information or Material provided or generated pursuant to this MOU only when enforceable measures are in effect to ensure that such nationals or entities will not

have access to Classified Information or Material. If enforceable measures are not in effect to preclude access by such nationals or other entities, the other Participants will be consulted for approval prior to permitting such access.

- 11.9. For any facility wherein Classified Information or Material is to be used, the responsible Participant or Contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the Classified Information or Material pertaining to this MOU. These officials will be responsible for limiting access to Classified Information or Material involved in this MOU to those persons who have been properly approved for access and have a need-to-know.
- 11.10. Each Participant (or PA Participant in an SNR(A) PA) will ensure that access to Classified Information or Material is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information or Material in order to participate in the SNR(A) Activity.
- 11.11. Information or material provided or generated pursuant to this MOU may be classified as high as SECRET. The existence of this MOU is UNCLASSIFIED, and its contents are UNCLASSIFIED. The classification of a specific SNR(A) PA or E&MT Form and its content will be stated in the SNR(A) PA or E&MT Form.

SECTION XII

THIRD PARTY SALES AND TRANSFERS

- 12.1. Participants in specific SNR(A) Activities authorized by Section III (SCOPE), paragraphs 3.4. and 3.5., will address Third Party sales and transfers matters arising during the course of such SNR(A) Activities in accordance with the following provisions:
 - 12.1.1. Except to the extent permitted in subparagraph 12.1.2., Participants (or PA Participants in an SNR(A) PA) will not sell, transfer title to, disclose, or transfer possession of Jointly Generated Foreground Information to any Third Party without the prior written consent of the other Participants' Governments (or PA Participants' Governments in an SNR(A) PA). Furthermore, no Participant (or PA Participant in an SNR(A) PA) will permit any such sale, disclosure, or transfer, including by the owner, without the prior written consent of the other Participants' Governments (or PA Participants' Governments in an SNR(A) PA). Such consent will not be given unless the government of the intended recipient agrees in writing with the Participants (or PA Participants in an SNR(A) PA) that it will:
 - 12.1.1.1. Not retransfer, or permit the further retransfer of, any Jointly Generated Foreground Information or Equipment and Material provided; and
 - 12.1.1.2. Use, or permit the use of, the Jointly Generated Foreground Information or Equipment and Material provided only for the purposes specified by the Participants (or PA Participants in an SNR(A) PA).
 - 12.1.2. Each Participant will retain the right to use, sell, transfer title, disclose, or transfer possession of Foreground Information:
 - 12.1.2.1. That is generated solely by either that Participant or that Participant's Contractors in the performance of that Participant's work allocation under an SNR(A) Activity; and
 - 12.1.2.2. Whose generation, use, test, or evaluation has not relied and does not rely, in any way, on the Foreground Information, Background Information, or Equipment and Material generated solely or provided by the other Participants.
 - 12.1.3. A Participant will not sell, transfer title to, disclose, or transfer possession of, grant, donate, or transfer usage rights of Project Equipment and Material or Background Information provided by another Participant to any Third Party without the prior written consent of the Participant's Government which provided such Equipment and Material or Background Information. The providing Participant's Government will be solely responsible for authorizing

such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

- 12.1.4. In the event questions arise as to whether the Information or Equipment or Material (or any item produced either wholly or in part from the Foreground Information) that a Participant intends to sell, transfer title to, disclose, or transfer possession of, to a Third Party is within the scope of subparagraph 12.1.2., the matter will be brought to the immediate attention of the other Participants (or PA Participants in an SNR(A) PA). The Participants (or PA Participants in an SNR(A) PA) will resolve the matter prior to any sale or other transfer of such Information or Equipment and Material (or any items produced wholly or in part from the Foreground Information) to a Third Party.
- 12.1.5. Sales and other transfers of equipment jointly developed under this MOU and Jointly Generated Foreground Information in an SNR(A) Activity may attract a levy to be shared as mutually determined by the Participants (or PA Participants in an SNR(A) PA). Prior to any such sales or transfer, the amounts of any levy and the procedures for assessing and distributing such levy will be mutually determined by the Participants (or PA Participants in an SNR(A) PA) consistent with the laws and regulations of each Participant (or PA Participants in an SNR(A) PA). Any Participant may reduce the assessment of its share of levy.

SECTION XIII

LIABILITY AND CLAIMS

- 13.1. With the exception of claims for loss of or damage to Equipment and Material under Article VII (EQUIPMENT AND MATERIAL TRANSFERS) of this SNR(A) MOU, claims against any Participant or its personnel will be dealt with in accordance with Article VIII of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, signed in London on June 19, 1951 (NATO SOFA). Employees and agents of Contractors will not be considered to be civilian personnel employed by a Participant.
- 13.2. When NATO SOFA is not applicable, the following provisions will apply:
 - 13.2.1. With the exception of claims for loss of or damage to equipment and material under Article VII (EQUIPMENT AND MATERIAL TRANSFERS) of this SNR(A) MOU each Participant waives all claims against the other Participants with respect to injury to or death of its military or civilian personnel and for damage to or loss of its property (including jointly acquired property) caused by such personnel (which do not include Contractors) of another Participant. If however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel, the costs of any liability will be borne by that Participant alone, in accordance with its national laws and regulations. The Participants will, however, mutually determine if such injury, death, damage, or loss resulted from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant.
 - 13.2.2. Claims from any other persons for injury, death, damage, or loss of any kind caused by one of the Participants' personnel will be processed by the most appropriate Participant, as mutually determined by the Participants. The cost incurred in satisfying such claims will be borne by the Participant in accordance with the cost sharing in the appropriate (SNR(A) PA. If, however, such liability results from reckless acts or omissions, willful misconduct, or gross negligence of a Participant's personnel, the costs of any liability will be borne by that Participant alone, in accordance with its national laws and regulations. The Participants will, however, mutually determine if such injury, death, damage, or loss resulted from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel. The Participants will not indemnify Contractors against liability claims by other persons.
- 13.3. Claims arising under or related to any contract awarded pursuant to this SNR(A) MOU will be dealt with in accordance with the provisions of the contract.
- 13.4. If a person or entity, other than the participant's military or civilian personnel, damages project equipment jointly acquired by the participants, and the cost of making good such damage is not recoverable from such person or entity, such cost will be borne by the

participants in the same ratios as their financial and non-financial contributions specified in this SNR(A) MOU or the applicable SNR(A) PA.

SECTION XIV

ADDITIONAL PARTICIPANTS

- 14.1. It is recognized that other potential Participants may wish to join this MOU.
- 14.2. Mutual consent of the Participants will be required to conduct discussions with potential additional Participants. The Participants will discuss the arrangements under which another Participant might join, including the furnishing of releasable Information for evaluation prior to joining.
- 14.3. The Participants will jointly formulate the provisions under which additional Participants might join. The addition of new Participants to this MOU will require amendment of this MOU by the Participants.

SECTION XV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

- 15.1. Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative restrictions on imports and exports, are not imposed in connection with work carried out under each SNR(A) Project.
- 15.2. Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are relieved or otherwise administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs. These costs will be over and above the Participant's shared costs of the PAs.
- 15.3. If, in order to apply European Union (EU) regulations, it is necessary to levy duties, then these will be met by the EU member end recipient. To this end, parts or components of the equipment coming from outside the EU will proceed to their final destination accompanied by the relevant customs document enabling settlement of duties to take place.

SECTION XVI

SETTLEMENT OF DISPUTES

- 16.1. Disputes among the Participants arising under or relating to this MOU or any of its SNR(A) PAs will be resolved only by consultation among the Participants (or among the PA Participants in the case of an SNR(A) PA) and will not be referred to a national court, to an international tribunal, or to any other person or entity for settlement.

SECTION XVII

GENERAL PROVISIONS

- 17.1. All activities of the Participants under this MOU and its SNR(A) Activities will be carried out in accordance with their respective national laws and regulations, including their respective export control laws and regulations.
- 17.2. The Definitions and provisions of this MOU will apply to all SNR(A) Activities.
- 17.3. In the event of a conflict between the provisions of this MOU and any SNR(A) Activity, this MOU will take precedence.
- 17.4. The working language for the SNR(A) Activities under this MOU will be determined by the SC.

SECTION XVIII

AMENDMENT, WITHDRAWAL, TERMINATION, DURATION, AND ENTRY INTO EFFECT

- 18.1. This MOU, including its Annexes, may be amended only upon the unanimous written consent of the Participants. An SNR(A) PA under this MOU may be amended only upon the unanimous written consent of the PA Participants.
- 18.2. This MOU may be terminated at any time upon the unanimous written consent of the Participants. In the event of MOU termination, all SNR(A) Activities will also be automatically terminated. An individual SNR(A) PA may be terminated at any time upon the unanimous written consent of the PA Participants. The Participants will consult prior to the date of termination to ensure termination on the most economical and equitable provisions.
- 18.3. Any Participant may withdraw upon written notice to the other Participants as follows:
 - 18.3.1. From this MOU, 180 days;
 - 18.3.2. From any SNR(A) PA, 180 days;
 - 18.3.3. From SNR(A) WGs, 45 days.
 - 18.3.4. Such notification will be the subject of immediate consultation by the other Participants or PA Participants, as appropriate, to decide whether to proceed on a changed or reduced basis. In the event of such a withdrawal, the following will apply:
 - 18.3.4.1. The withdrawing Participant will continue participation, financial or otherwise, up to the effective date of its withdrawal;
 - 18.3.4.2. Each Participant will pay the costs it incurs as a result of withdrawal;
 - 18.3.4.3. The total contribution of the withdrawing Participant, including modification or termination costs, will in no event exceed the amount the withdrawing Participant would have contributed had it not withdrawn;
 - 18.3.4.4. All Information and rights therein received under the provisions of this MOU prior to the withdrawal of a Participant will be retained by the withdrawing Participant, subject to the provisions of this MOU;
 - 18.3.4.5. The remaining Participant(s) will make available to the withdrawing Participant the Foreground Information to which the withdrawing Participant is entitled by virtue of its participation, up to and including the effective date of withdrawal from the SNR(A) Activity. No further rights will accrue to the withdrawing Participant; and

- 18.3.4.6. Information and rights pertaining to such Information, received from a withdrawing Participant under this MOU will be retained by the other Participants subsequent to withdrawal subject to the provisions of this MOU.
- 18.4. The respective rights and responsibilities of the Participants regarding Section VII (EQUIPMENT AND MATERIAL TRANSFERS), Section VIII (DISCLOSURE AND USE OF INFORMATION), Section IX (CONTROLLED UNCLASSIFIED INFORMATION), Section XI (SECURITY), Section XII (THIRD PARTY SALES AND TRANSFERS), and Section XIII (LIABILITY AND CLAIMS), will continue notwithstanding termination, withdrawal, or expiration of this MOU or any SNR(A) Activity.
- 18.5. This MOU, which consists of the Introduction, eighteen Sections and three Annexes, will enter into effect upon the signature of all Participants and will remain in effect for fifteen (15) years. This MOU may be renewed by unanimous written consent of the Participants.

The foregoing represents the understandings reached among the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, upon the matters referred to therein.

This MOU is signed in five copies in the English language and five copies in the French language, each copy being equally valid.

FOR THE MINISTER OF DEFENCE,
OF THE FRENCH REPUBLIC

Signature

L'ingénieur général de l'armement Patrick Aury,
Nom
Auprès du délégué général pour l'armement,
directeur des systèmes de forces et
des technologies militaires, technique, gérance et de coopération

Title

Date

Location

FOR THE MINISTRY OF DEFENCE
OF THE ITALIAN REPUBLIC

Signature

LTG Mauro Pescarini

Name

Director of Land Armaments
General Directorate

Title

18 June 2007

Date

Pans, France

Location

FOR THE FEDERAL MINISTRY OF
DEFENCE OF THE FEDERAL
REPUBLIC OF GERMANY

Signature

BG Gert Wessels

Name

Title

18 June 2007

Date

Pans, France

Location

FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

Brig Tim Inshaw

Name

Title

18 June 2007

Date

Pans, France

Location

FOR THE SECRETARY OF DEFENSE
ON BEHALF OF THE DEPARTMENT
OF DEFENSE OF THE UNITED
STATES OF AMERICA

Keith Webster
Signature

Keith B. Webster
Name
Deputy Assistant Secretary
of the Army for Defense
Title Exports and Cooperation

18 June 2007
Date

Paris, France
Location

ANNEX A
MODEL SNR(A) PROJECT ARRANGEMENT

PROJECT ARRANGEMENT NUMBER _____

TO THE
SENIOR NATIONAL REPRESENTATIVES (ARMY)
COLLABORATION PROJECTS

MEMORANDUM OF UNDERSTANDING

DATED (*insert signature date of SNR(A) MOU*)

AMONG

(*Insert the PA Participants to this SNR(A) PA*)

CONCERNING

(*Full Title of the SNR(A) PROJECT*)

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INTRODUCTION

This Senior National Representatives (Army) Project Arrangement (SNR(A) PA) hereby establishes the _____ as an SNR(A) Project in accordance with the SNR(A) MOU the provisions of which are hereby incorporated by reference. The PA Participants in this SNR(A) Project are _____ (*List PA Participants by full name as on title page of SNR(A) PA*).

SECTION I

DEFINITIONS

(Define only those terms used in this SNR(A) PA that have not been defined in the SNR(A) MOU)

SECTION II

OBJECTIVE

2.1. The objective of this SNR(A) Project is:

SECTION III

SCOPE

3.1. The following work will be carried out under this SNR(A) PA:

SECTION IV

SHARING OF TASKS

4.1. The sharing of tasks will be as follows:

The French MoD will:

The German MoD will:

The Italian MoD will:

The UK MoD will:

The U.S. DoD will:

(Delete as necessary)

4.2. The PA Participants will:

(Optional table to be inserted when the tasks covered under the SNR(A) Project may be performed using multiple phases, requiring milestones or decision points.)

4.3. The SNR(A) Project will proceed according to the following phases and schedule:

<u>Phase 1</u> <i>Description of Phase 1</i>	<u>Start</u> <i>MM/YY</i>	<u>End</u> <i>MM/YY</i>
---	------------------------------	----------------------------

(Milestone 1) (e.g. Transmittal of Feasibility Report)

<u>Phase 2</u> <i>Description of Phase 2</i>	<u>Start</u> <i>MM/YY</i>	<u>End</u> <i>MM/YY</i>
---	------------------------------	----------------------------

(Milestone 2) (e.g. Decision to proceed to phase 3)

<u>Phase 3</u> <i>Description of Phase 3</i>	<u>Start</u> <i>MM/YY</i>	<u>End</u> <i>MM/YY</i>
---	------------------------------	----------------------------

(Milestone 3) (e.g. Evaluation, analysis of results)

(Add as many phases as necessary)

- 4.4. A final report will be prepared by the POs and transmitted to the SC six months before the termination date of this PA.

SECTION V

MANAGEMENT

- 5.1. Project Officer: ***(List Project Officers for each PA Participant)***

5.1.1. For ***(PA Participant):***
 Title/Position _____
 Organization _____
 Address _____

- 5.2. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under the SNR(A) MOU.)

SECTION VI

FINANCIAL ARRANGEMENTS

(Financial and Non-Financial)

SECTION VII
CONTRACTUAL ARRANGEMENTS
(If Required)

SECTION VIII
LIST OF ESTABLISHMENTS

(Identify establishments for each PA Participant.)

SECTION IX
EQUIPMENT AND MATERIAL TRANSFERS

(If Required. If Equipment and Material transfers are expected but cannot be identified in this SNR(A) PA, Section VII (EQUIPMENT AND MATERIAL TRANSFERS), paragraph 7.2., of the SNR(A) MOU will apply.)

- 9.1. The transfer of the following Equipment and Material is necessary for executing this SNR(A) PA:

Providing PA Participant(s)	Receiving PA Participant(s)	Quantity	Description	Part/ Stock #	Consumables Non-Consumables	Approx Value at start of loan	Approx Replacement Value at end of loan period
							-

(Fill in as appropriate.)

- 9.2. The providing PA Participant will transfer the Equipment and Material listed above for the duration of _____.
- 9.3. The providing PA Participant will deliver the Equipment and Material at _____, unless another location is decided in writing by the PO.
- 9.4. Upon expiration or termination of the transfer period specified in paragraph 9.2. (taking into account any decided extension), the receiving PA Participant will return the non-consumable Equipment and Material, and any consumable Equipment and Material not expended, to the providing PA Participant at _____, unless another location is decided in writing by the PO.

SECTION X

SPECIAL PROVISIONS

(If required, List whatever special provisions might apply.)

SECTION XI

LEVEL OF CLASSIFICATION

11.1. ***(Only one of the three following possibilities must be selected.)***

No Classified Information or Material will be exchanged under this SNR(A) PA; or

The highest level of Classified Information or Material exchanged under this SNR(A) PA is Confidential; or

The highest level of Classified Information or Material exchanged under this SNR(A) PA is Secret.

SECTION XII

ENTRY INTO EFFECT, DURATION, AND TERMINATION

This SNR(A) PA will enter into effect upon date of final signature, and will remain in effect for _____ years unless terminated by the PA Participants. It may be extended by unanimous written consent of the PA Participants.

This SNR(A) PA is signed in (xx) copies in the English language (and if necessary xx copies in the French language, each copy being equally valid).

(Insert signature blocks for all PA Participants.)

For:

For:

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

ANNEX B

MODEL SNR(A) EQUIPMENT AND MATERIAL TRANSFER FORM

EQUIPMENT AND MATERIAL TRANSFER NUMBER _____

(Insert number to be assigned by providing Participant)

TO THE
SENIOR NATIONAL REPRESENTATIVES (ARMY)
COLLABORATION PROJECTS
MEMORANDUM OF UNDERSTANDING

DATED [insert signature date of SNR(A) MOU]

AMONG

(Insert titles of the providing and receiving Participant Organizations of the transfer)

Note: A single Equipment and Material Transfer Form may be used to document transfers among Participants, even if the proposed transfer will entail multiple Equipment and Material items being transferred among multiple Participants. For multiple item transfers among multiple Participants, ensure that paragraph 1.1. of this E&MT Form contains a complete description of all proposed transfers. This transfer form is a guide, which may require adaptation to comply with national procedures, provided that all modifications are consistent with the provisions of the SNR(A) MOU.

INTRODUCTION

This Equipment and Material Transfer (E&MT) is entered into pursuant to the Senior National Representatives (Army) Memorandum of Understanding (SNR(A) MOU) among the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on behalf of the Department of Defense of the United States of America of (*insert effective date of SNR(A) MOU*). This E&MT Form is being executed by authorized representatives of the providing and receiving Participants pursuant to Section VII (EQUIPMENT AND MATERIAL TRANSFERS) of the SNR(A) MOU.

SECTION I

DESCRIPTION AND QUANTITY

- 1.1. The following Equipment and Material will be transferred by the providing Participant(s) to the receiving Participant(s):

Providing PA Participant(s)	Receiving PA Participant(s)	Quantity	Description	Part/ Stock #	Consumables Non-Consumables	Approx Value at start of loan	Approx Replacement Value at end of loan period

(Fill in as appropriate.)

- 1.2. *(Choose one of the following alternatives.)*

Alternative A -- Use when return of Equipment and Material is planned.

None of the Equipment and Material identified in paragraph 1.1. is intended to be consumed or expended during the course of the SNR(A) Activity described in subparagraph 2.1.1.

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the activity.

The Equipment and Material (*specify as appropriate by highlighting in paragraph 1.1.*) described in paragraph 1.1. is intended to be consumed or expended during the course of the SNR(A) Activity described in subparagraph 2.1.1.

SECTION II

PURPOSE

- 2.1. The purpose of this Equipment and Material transfer is to support the following SNR(A) Activity.

- 2.1.1 *(Fill in as appropriate.)*

SECTION III

MANAGEMENT AND RESPONSIBILITIES

- 3.1. Each Participant will establish a point of contact who will be responsible for implementing this Equipment and Material transfer.

- 3.1.1. For the providing Participant(s) the point(s) of contact is/are
* _____

- 3.1.2. For the receiving Participant(s) the point(s) of contact is/are
* _____

* *(Insert the appropriate names, titles/office symbols, addresses, and telephone numbers of the individuals assigned to implement this Equipment and Material transfer.)*

- 3.2. Responsibilities of the Providing Participant(s)

- 3.2.1. Transfer of the Equipment and Material - The providing Participant(s) will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 5.4. unless extended by mutual written consent.

- 3.2.2. Equipment and Material Delivery - The providing Participant(s) will make available the Equipment and Material *(specify arrangements)*. Custody of the Equipment and Material will pass from the providing Participant(s) to the receiving Participant(s) at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant(s) unless otherwise specified in this paragraph.

- 3.3. Responsibilities of the Receiving Participant(s)

- 3.3.1. Inspection and Inventory - The receiving Participant(s) will inspect and inventory the Equipment and Material upon receipt. The receiving Participant(s) will also inspect and inventory the Equipment and Material prior to its return to the providing Participant(s) unless the Equipment and Material is consumed in accordance with subparagraph 3.3.2.

3.3.2. *(Choose one of the following alternatives, or use both if both situations apply.)*

Alternative A – Use when return of Equipment and Material is planned.

Return of Equipment and Material: Upon expiration or termination of the transfer period specified in paragraph 5.4. (taking into account any approved extension by the providing Participant), the receiving Participant(s) will return the Equipment and Material to the providing Participant (*specify arrangements*) in as good condition as received, reasonable wear and tear excepted, or return the Equipment and Material and pay the cost to restore the Equipment and Material to such condition. If the Equipment and Material is damaged beyond economical repair, the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Equipment and Material is lost, the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. When appropriate, the providing and receiving Participants may specify that in no case will any payment respecting damage or loss exceed the amount indicated in paragraph 1.1.

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the Activity.

Consumption of Equipment and Material: It is intended that the receiving Participant(s) will consume the Equipment and Material specified in paragraph 1.1. during the course of the Activity described in subparagraph 2.1.1. If this does occur, the receiving Participant(s) will provide written notice of its consumption to the providing Participant. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 5.4., the receiving Participant(s) will return the Equipment and Material to the providing Participant (*specify arrangements*). If the Equipment and Material is damaged beyond economical repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Equipment and Material is lost prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. When appropriate, the providing and receiving Participants may specify that in no case will any payment respecting damage or loss exceed the amount indicated in paragraph 1.1.

3.3.3. **If required by national procedures, insert the following:**

A test report will be provided free of charge by the receiving Participant to the providing Participant within ____ days after the completion of the transfer period.

- 3.4. This E&MT Form provides only for transfer of Equipment and Material associated with the activity described in subparagraph 2.1.1. Signature of this E&MT Form does not imply any commitment by a Participant to participate in any activities beyond the E&MT described herein.

SECTION IV

CLASSIFICATION

- 4.1. The highest level of classified Equipment and Material listed in Section 1.1. is (insert **highest classification**).

SECTION V

MODIFICATION, TERMINATION, AND TRANSFER PERIOD

- 5.1. The provisions of this E&MT Form may be modified or extended by written mutual consent of authorized representatives of the Participants in accordance with Section VII (EQUIPMENT AND MATERIAL TRANSFERS) of the SNR(A) MOU.
- 5.2. The E&MT described in this E&MT Form may be terminated at any time in accordance with the following provisions:
- 5.2.1. Through the mutual written consent of the authorized representatives of the Participants.
 - 5.2.2. Unilaterally by the receiving Participant(s) on 60 days written notice to the providing Participant(s).
 - 5.2.3. Unilaterally by the providing Participant(s) at any time with consultation between the providing and receiving Participants taking into account the facts and circumstances.
- 5.3. Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period will continue to apply without limit of time in accordance with Section XVIII (AMENDMENT, WITHDRAWAL, TERMINATION, AND DURATION) of the SNR(A) MOU.
- 5.4. The transfer period for the Equipment and Material described herein begins on the date of the last signature below, unless terminated or extended, and will continue until (enter **date or amount of time**).

Signed in (xx) copies in the English language (and if necessary xx copies in the French language, each copy being equally valid).

(Insert signature blocks of providing/receiving Participants.)

For:

For:

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

ANNEX C

COOPERATIVE PROJECT PERSONNEL

1.1. Purpose and Scope

- 1.1.1. This Annex establishes the terms and provisions for Cooperative Project Personnel (CPP) assigned for work in accordance with Section III (SCOPE) of this SNR(A) MOU. CPP must be able to perform all responsibilities assigned to them under this SNR(A) MOU. Commencement of assignments will be subject to the requirements that may be imposed by the Host Participant or its government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The Host Participant and Parent Participant will determine the length of tour for the positions at the time of initial assignment.
- 1.1.2. CPP will be assigned to work on a specific SNR(A) Activity and will report to a supervisor to be identified by the Host Participant. CPP will have a position description mutually determined by the Parent Participant and Host Participant. CPP will not act as liaison officers for their Parent Participant.
- 1.1.3. CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant's government.

2.1. Security

- 2.1.1. The Host Participant will establish the level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities. Access to Classified Information and facilities in which Classified Information is used will be limited by the scope of the relevant SNR(A) Activity.
- 2.1.2. The Parent Participant will file visit requests through prescribed channels in compliance with the Host Participant's procedures. As part of the visit request procedures, each Participant will cause security assurances to be filed, through the Parent Participants' Embassy in the Host Participants' country, specifying the security clearances for the CPP being assigned.
- 2.1.3. The Host and Parent Participant will use their best efforts to ensure that CPP assigned to a Host Participant's facility to conduct an SNR(A) Activity are aware of the requirements of this SNR(A) MOU. On arrival, CPP and their dependents will be informed by the Host Participant's representative about applicable laws, orders, regulations, and customs and the need to comply with them. Prior to commencing assigned duties, CPP will, if required by the Host Participant's government laws, regulations, policies or procedures, sign a certification concerning the conditions and responsibilities of CPP (APPENDIX ONE).

- 2.1.4. CPP will at all times be required to comply with the security and export control laws, regulations, and procedures of the Host Participant's government. Any violation of security procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing significant violations of security laws, regulations, or procedures during their assignments will be withdrawn from the SNR(A) Activity with a view toward appropriate administrative or disciplinary action by their Parent Participant.
- 2.1.5. All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent Participant, and will be subject to all provisions and safeguards provided for in Section XII (SECURITY).
- 2.1.6. CPP will not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host Participant and as authorized by their Parent Participant. They will be granted access to such Information in accordance with Section X (CONTROLLED UNCLASSIFIED INFORMATION), Section XII (SECURITY), and the applicable Project Security Instruction during normal duty hours and when access is necessary to perform work for this SNR(A) MOU.
- 2.1.7. CPP assigned to a Host Participant's facility to conduct an SNR(A) Activity will not serve as a conduit between the Host Participant and Parent Participant for requests and/or transmission of Classified Information and Material or Controlled Unclassified Information outside the scope of their assignment, unless specifically authorized by the Parent Participant.

3.1. Technical and Administrative Matters

- 3.1.1. The treatment of CPP and authorized dependents with regard to any tax, customs or import duty, or similar charges will be in accordance with the national laws and any multilateral or bilateral treaties, agreements, or arrangements applicable to the governments of the Host Participant and Parent Participant.
- 3.1.2. On arrival CPP and their dependents will be provided briefings arranged by the Host Participant's representative regarding (subject to applicable multilateral and bilateral arrangements) entitlements, privileges, and obligations such as:
 - 3.1.2.1. Any medical and dental care that may be provided to CPP and their dependents at local medical facilities, subject to the requirements of applicable laws and regulations, including reimbursement when required.
 - 3.1.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to the requirements of applicable laws and regulations.

- 3.1.2.3. The Host Participant will provide, if available, housing and messing facilities for CPP and their dependents on the same basis and priority as for its own personnel. CPP will pay messing and housing charges to the same extent as Host Participant personnel. At locations where facilities are not provided by the Host Participant for its own personnel, the Parent Participant will make suitable arrangements for its CPP.
 - 3.1.2.4. Responsibility of CPP and their accompanying dependents to obtain motor vehicle liability insurance coverage in accordance with the laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse will be against such insurance.
- 3.1.3. The Host Participant will, in consultation with the CPP, establish standard operating procedures for CPP in the following areas:
- 3.1.3.1. Working hours, including holiday schedules.
 - 3.1.3.2. Leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant.
 - 3.1.3.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant.
 - 3.1.3.4. Performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent Participant's military or civilian personnel regulations and practices.
- 3.1.4. CPP committing an offense under the laws of the government of the Host Participant or Parent Participant may be withdrawn from this Project with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against CPP, nor will CPP exercise disciplinary powers over the Host Participant's personnel. In accordance with Host Participant's government laws and regulations, the Host Participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.
- 3.1.5. During their assignment, CPP will not be placed in the following duty status or environments unless mutually decided by the Host Participant and Parent Participant:
- 3.1.5.1. Areas of political sensitivity where their presence may jeopardize the interests of either the Host Participant or Parent Participant, or where, in the normal course of their duty, they may become involved in activities which may embarrass either Participant.

- 3.1.5.2. Deployments in non-direct hostility situations, such as UN peacekeeping or multi-national operations, or third countries.
- 3.1.5.3. Duty assignments in which direct hostilities are likely. Should a Host Participant's facility become involved in hostilities unexpectedly, CPP assigned to that facility will not be involved in the hostilities. Any such CPP approved by the Host Participant and Parent Participant for involvement in hostilities will be given specific guidance as to the conditions under which the assignment will be carried out by the appropriate authorities of the Host Participant and Parent Participant.

APPENDIX ONE

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES FOR COOPERATIVE PROJECT PERSONNEL (CPP)

I understand and acknowledge that I have been accepted for assignment to (Name and location of organization to which assigned) pursuant to the Senior National Representatives (Army) Memorandum of Understanding among the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America of *(insert effective date of SNR(A) MOU)*. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of the assignment is to provide my expertise to the SNR(A) PA to which I have been assigned. I understand that I am not authorized to have, or to seek access to Information except as required to perform the duties described in the position description (PD) of the position to which I am assigned, as determined by my designated supervisor.
2. I will perform only functions which are properly assigned to me as described in the PD for my assignment and will not act in any other capacity on behalf of my government or my Parent Participant or Parent Organization.
3. All Information to which I may have access during this assignment will be treated as Information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization or government without the prior written authorization of the Host Participant.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a foreign CPP.
5. I have been briefed on, understand, and will comply with all applicable security regulations of the SNR(A) MOU.
6. I will immediately report to my designated supervisor all attempts by unauthorized individuals to obtain classified, restricted, proprietary, or Controlled Unclassified Information to which I may have access as a result of this assignment.
7. I have read and understand the provisions of Annex C of the SNR(A) MOU.

(Signature)

(Typed Name)

(Rank/Title)

(Date)